



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

4-1-1994

Ohio State University and Communications Workers of America, Local 4501 (1994)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Ohio State University and Communications Workers of America, Local 4501 (1994)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

#800370

AGREEMENT

BETWEEN

THE OHIO STATE
UNIVERSITY

AND

COMMUNICATIONS
WORKERS OF AMERICA
LOCAL 4501

2,1500 workers

APRIL 1, 1994 THROUGH MARCH 31, 1997

COVERING

SERVICE EMPLOYEES

JAN - 6 1997

AGREEMENT

BETWEEN

**THE OHIO STATE
UNIVERSITY**

AND

**COMMUNICATIONS
WORKERS OF AMERICA
LOCAL 4501**

APRIL 1, 1994 THROUGH MARCH 31, 1997

COVERING

SERVICE EMPLOYEES

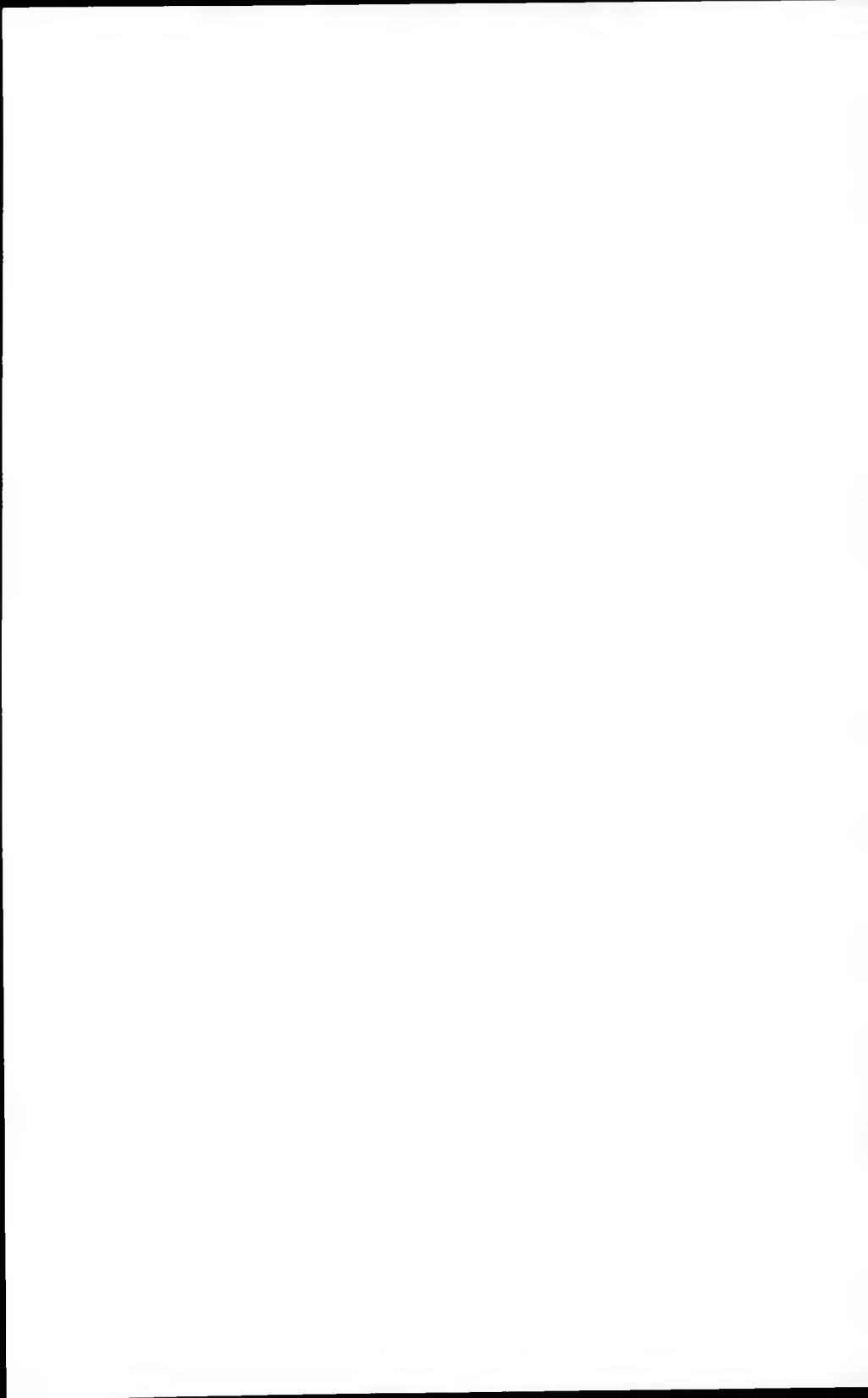


TABLE OF CONTENTS

Article 1	Introduction
Article 2	Enabling Legislation and Ohio Revised Code
Article 3	Joint Responsibilities and Employee Rights
Article 4	Management Rights
Article 5	Union Recognition
Article 6	Checkoff
Article 7	Union Stewards
Article 8	Grievance Procedure
Article 9	Resolution of Disputes
Article 10	Arbitration
Article 11	Corrective Action
Article 12	Hours of Work and Overtime
Article 13	Seniority
Article 14	Promotions
Article 15	Reduction in Force
Article 16	Leave
Article 17	Educational Benefits
Article 18	Insurance and Benefits
Article 19	Vacations
Article 20	Classifications
Article 21	Employee Performance Evaluation
Article 22	Court Leave
Article 23	Rest Periods
Article 24	Cleanup Time
Article 25	Uniforms and Safety Equipment
Article 26	Meals
Article 27	Parking Permits
Article 28	Bulletin Boards
Article 29	Safety

Article 30	Contracting
Article 31	No Strike-No Lockout
Article 32	Paychecks
Article 33	Training
Article 34	Directory
Article 35	Emergency Closing
Article 36	Personnel Information System
Article 37	Reassignments
Article 38	Negotiation Team
Article 39	Duration
Article 40	Sick Leave
Article 41	Union/Management Meetings
Article 42	Wages
Article 43	Labor-Management Cooperation
Appendix A	Bargaining Unit Job Titles
Appendix B	Entry Level Pay Schedule

ARTICLE 1 INTRODUCTION

1.1 The Ohio State University (herein called "the University") and Communications Workers of America (herein called "the Union") having engaged in discussions for the purpose of establishing harmonious employment relationships have as a result agreed in certain principles (hereinafter called "the Agreement") and state as follows:

A. It is agreed that the organization and operations of the University differ from that in the private sector and that the University-Union relationship and the conventional Management-Union relationship in private industry have some differences and some similarities.

B. It is recognized that the University is a public-trust operated for the benefit of students for their education.

C. It is recognized that it is in the best interest of all parties to promote effective relations between the University and the Union.

D. It is recognized that it is in the best interest of all parties to promote efficient University operations consistent with this Agreement.

1.2 The University and the Union recognize their responsibilities under federal, state and local laws relating to civil rights and fair employment practices. The University and the Union recognize the moral principles involved in the area of civil rights and reaffirm in this Agreement their commitment not to discriminate because of race, color, creed, religion, sexual orientation, national origin, sex, age, disability, veteran status, union affiliation, or political belief.

1.3 The University and the Union recognize their responsibility to promote affirmative action.

ARTICLE 2

ENABLING LEGISLATION AND OHIO REVISED CODE

2.1 This Agreement contains the full and complete Agreement between the parties. Where this Agreement makes no specification about a matter, the University, its employees and the Union shall be subject to applicable state laws which are in effect on the effective date of the Agreement which pertain to wages, hours, and terms and conditions of employment for public employees and University regulations promulgated or amended at any time in accordance with those laws.

2.2 In the event legislation should be enacted in the area of Union-University relations which legislation makes illegal, unlawful or null and void any provision of this Agreement, the University and Union will meet within two (2) weeks or as soon thereafter as is practicable to attempt to agree upon provisions concerning such subjects which will comply with such legislation. All other terms and provisions of this Agreement will continue unchanged.

ARTICLE 3

JOINT RESPONSIBILITIES AND EMPLOYEE RIGHTS

3.1 The University and the Union acknowledge the rights and responsibilities of the other party and will discharge their responsibilities as provided in this Agreement.

3.2 The Management of the University shall adhere to the provisions of this Agreement.

3.3 The Union, its officers, recognized representatives, bargaining unit members and other representatives, shall adhere to the provisions of this Agreement.

3.4 In addition to the responsibilities that may be expressly provided elsewhere in this Agreement, the following shall be observed:

A. There shall be no intimidation or coercion of bargaining unit members into joining the Union or continuing their membership therein, or into not joining the Union or discontinuing their membership therein.

B. Bargaining unit members will not be permitted to engage in Union activity during working hours except as expressly provided for in this Agreement.

3.5 The Union and the University recognize their joint responsibilities under the Americans with Disabilities Act.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The University retains the sole and exclusive right to manage its operations, buildings and plants, and to direct the working force. The right to manage shall also include the authority to establish policy and procedures governing and affecting the operations of the University.

4.2 The management rights as set forth in this article shall not abridge and shall be exercised consistent with the provisions of the Agreement.

4.3 The right to manage the operations, buildings, plants, and to direct the working force includes but is not limited to the following University management rights:

A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.

B. To manage and direct the employees of the University.

C. To hire, promote, transfer, assign or retain employees in positions within the University.

D. To establish work rules and rules of conduct.

E. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.

F. To determine the size and composition of the work force and to lay off employees in the event of lack of work or lack of funds or under conditions where the University determines that the continuation of such work is unnecessary.

G. To determine the mission of the University and to efficiently fulfill that mission including the transfer, alteration, curtailment or discontinuance of any goods or services.

ARTICLE 5

UNION RECOGNITION

5.1 The University recognizes Communications Workers of America as the sole and exclusive bargaining agent for its employees who are in the job classifications set forth in Appendix A.

5.2 Job classifications may be added to Appendix A in accordance with the provisions of the Ohio Revised Code, Chapter 4117, and Chapter 4117-5 of the Administrative Code.

5.3 In the event the University changes the title of a job classification listed in Appendix A, or one that has been included in this Agreement through the application of 5.2, the job classification will continue to be included in this bargaining unit.

5.4 An employee covered by this Labor Agreement is covered solely by this Agreement and has no rights under any other Labor Agreement.

5.5 When a new bargaining unit member is hired, the University will inform the Local Union of the person's name, classification, title, work address and work telephone number.

ARTICLE 6

CHECKOFF

6.1 The University will deduct regular monthly dues from the pay of bargaining unit members, in an active pay status, who are members of the Union upon receipt of individually signed authorizations on a form which has been approved by the University.

6.2 The first such deduction will be made as soon as practical thereafter, but in no event later than thirty (30) day following receipt by the University of the dues deduction authorization. The University will provide the Union with a schedule of the deadline dates for submission of dues deduction authorizations. Dues deduction authorizations received in the Employee/Labor Relations Office prior to any deadline will be processed so as to provide the first dues deduction on the payday indicated on the schedule.

6.3 The University will deduct as a condition of employment a fair share fee from employees in the bargaining unit who are not members of the Union. Such deductions shall begin 60 days following the beginning of employment or the effective date of this Agreement, whichever is later. The fair share fee and all related union procedures, including the internal rebate procedure specified by Ohio Revised Code Chapter 4117.09 (C), shall conform to the requirements of state and federal law. Within 30 days following execution of this agreement the Union shall send written notice to the University of the amount of the fair share fee to be deducted. If the amount of the fair share fee is changed, the Union shall send written notice to the University.

6.4 The Union shall indemnify the University against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the University for the purpose of complying with the provisions of this Article.

6.5 Within sixty (60) days following the effective date of this Agreement, the University will furnish to the Union a list of the number of employees in each classification in which the Union has bargaining unit members. An additional list will be furnished quarterly during the term of this Agreement. The University will provide the Union, on an annual basis, a list of all bargaining unit members' names, work addresses, and hourly rates of pay.

6.6 When a bargaining unit member is taken off of active pay status and dues are not deducted, the University will provide an explanation as to the reason the person is not on active pay status. Such explanation shall appear on the checkoff list provided by the University. When a bargaining unit member returns to active pay status, the University shall reinstate dues or fair share fee deductions beginning with the date of return to work.

6.7 The University agrees that during the life of this Agreement, it will continue to provide the Local Union President with alphabetical and departmental dues deduction rosters each month.

6.8 The University shall process and forward dues deduction and fair share fees to the Union by the 15th of the month immediately following the month deductions are made from the employees' paychecks.

ARTICLE 7 UNION STEWARDS

7.1 Appointment

A. There shall be one (1) steward from each of sixteen (16) designated areas plus one (1) steward additional for each twenty-nine (29) bargaining unit members of the Union. The one (1) steward per area shall not be affected by membership growth or reduction. The ratio of union stewards to bargaining unit members at the University shall be maintained at one (1) steward for each twenty-nine (29) bargaining unit members.

B. Area stewards will be assigned to areas. In the event the total number of bargaining unit members covered by this Agreement increases, the Union may appoint an area steward for each twenty-nine (29) additional bargaining unit members. Each new area steward selected must be appointed within an area where there is less than one (1) steward for each twenty-nine (29) bargaining unit members.

C. In the event the Union has bargaining unit members on a second shift in any area and the limitations imposed under 7.1 (B) above prevent the designation of an additional steward on that shift, the Union may exceed the prescribed number of stewards permitted in order to appoint not more than one (1) steward in that area on the second shift provided the number of stewards permitted in some other area shall be reduced by one (1) and further provided that the total number of stewards designated for all areas shall not exceed the limitations imposed in Section 7.1 above.

D. When the Union wishes to appoint a steward from an area where release time would present serious operational problems, the President of the Local and the Director of Employee/Labor Relations for the University will meet to agree upon an appropriate selection.

E. Area stewards who are relieved of their assignments or who cease to be employed in their assigned area may be replaced by a new steward appointed within the same area provided the total number of stewards in all areas is not thereby increased.

F. An area steward who is transferred to another area may continue to serve as a steward in the new area provided there shall then be not more than one (1) steward for each twenty-nine (29) bargaining unit members in the new area, excepting the designated one (1) steward per area.

G. The Union will provide the University with a list of stewards for each area and changes as they occur. The University will promptly prepare new steward listings and post them along with area maps in all appropriate departments.

H. The Union may designate one of its stewards on every shift in each area to serve as a chief steward.

7.2 Training

The University recognizes that well trained Union stewards may aid in improving the operation of the Grievance Procedure contained herein. Upon the representation of the Communications Workers of America that its education department conducts steward training and steward education programming designed to enable union stewards to better understand and operate within the confines of the labor-management Agreement, the University agrees that recognized stewards of the Union will be granted one (1) day off with pay during each year of this Agreement to attend such a training program. Should the stewards require additional time off, the University will grant an additional day without pay. The Union shall provide the Director of Employee/Labor Relations the names of those stewards they are requesting to have released for training at least one (1) month in advance. Chief stewards designated by the union shall be permitted one (1) additional day off with pay each year for advanced steward training.

7.3 Representation of Employees

A. An area steward will represent a bargaining unit member at the bargaining unit member's request, subject to the provision of this Agreement.

B. Chief stewards may replace or assist area stewards in processing grievances at the First and Second levels of this Grievance Procedure in the area to which they are assigned or in any other area when there is no chief steward or in any area where the area steward is on vacation or is absent and there is no other area steward available.

C. The Local Union President or other official of the union who is not an employee of the University may replace or assist an area steward in processing grievances at the First Level.

D. When stewards require the advice of the Local Union President or official of the union who is not an employee of the University relative to a grievance matter, they will be permitted reasonable time off to consult with the President/official after they have first notified their supervisor and obtained permission to leave work. Consultations will be scheduled at such times as will not disrupt University operations but permission for time off for the steward will not be unreasonably withheld.

E. A union steward may be permitted to use a University telephone for the purpose of conducting union business, but only after obtaining permission to do so from the appropriate University administrator. Permission will not be unreasonably withheld.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 The word "Grievance" as used in this Agreement refers to an alleged failure of the University to comply with the provisions of this Agreement or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment.

8.2 A grievance, under this procedure, may be brought by any bargaining unit member. If a grievance is filed by a group of employees, the Union may choose three bargaining unit members from the group to attend each level of this procedure.

8.3 No grievance may be processed under this article which is appealable to the State Personnel Board of Review or has been processed under Article 9, Resolution of Disputes, or any other Grievance Procedure. No grievance shall be taken to arbitration if the identical issue of the arbitration is pending before or has been decided by the State Employment Relations Board involving identical parties.

8.4 Bargaining unit members and/or stewards should first attempt to resolve a grievance informally with their immediate supervisor at the time the incidents which led to the grievance occurred or are first known by the bargaining unit member.

8.5 Members of the bargaining unit may choose the appropriate steward to represent them beginning with Level One of this Grievance Procedure. If a bargaining unit member brings any grievance to the University's attention beginning with Level One without first having notified the appropriate steward, the University representative to whom such grievance is brought shall not discuss the matter without the appropriate steward present.

8.6 Bargaining unit members who wish to consult with their area steward will be permitted to use a University telephone in their area to contact their area steward after receiving permission from their supervisor. Such permission will not be unreasonably withheld. An area steward will be granted reasonable time to consult with a bargaining unit member who has a potential grievance. If such a consultation requires time off for the bargaining unit member and/or the steward, such time off must be arranged at a time and for such duration as will not disrupt operations.

8.7 Bargaining unit members and/or steward leaving their work during regularly scheduled hours will be required to complete a sign-out form furnished by the University. The privilege of leaving work during normal working hours without loss of pay is granted with the understanding that the time off is subject to approval of the supervisor and will be devoted solely to the purposes defined herein and will not be abused. Approval for such time off will not be unreasonably withheld.

8.8 When the President of the Local or other official of the union who is not an employee of the University finds it necessary to personally investigate a grievance, which shall require consulting with a bargaining unit member or steward, prior to its potential submission at Step One, such investigation shall be conducted with the approval of the supervisor. Permission of the supervisor will not be unreasonably withheld. The nature of the potential grievance matter need not be revealed to the supervisor.

8.9 Pending resolution of any grievance processed under this Agreement, the bargaining unit members involved will comply with the direction of their supervisor unless such direction clearly involves circumstances which could result in bodily harm or harm to other employees.

8.10 All time limits referred to herein may be extended by mutual agreement between the appropriate steward and management representative.

8.11 The decisions of management representatives designated to hear grievances shall be final and binding provided such decisions fall within the scope of the representatives' authority. If a bargaining unit member agrees with such a decision and it is not carried out promptly, the Union may request a Resolution of Disputes hearing to resolve the matter.

8.12 A bargaining unit member shall attend Level One, and Level Two grievance meetings.

8.13 The grievance form shall contain the grievant's name, classification title and department or working unit, a statement of the grievance and the remedy sought by the grievant. If violations of the Labor Agreement are charged, the specific section of the Agreement which has been allegedly violated must be included. The first level hearing officer will return any grievance form to the appropriate steward if it does not contain the above items. The grievance form shall be completed and resubmitted within three (3) working days.

8.14 Grievances will be processed only in the following manner:

A. LEVEL ONE

1. Bargaining unit members who believe they have a grievance will reduce the grievance to writing on a form provided by the University and present such grievance to their supervisor within ten (10) working days after the event upon which the grievance is based or the discovery of such event. A supervisor designated to hear first level grievances will hold a meeting no later than ten (10) working days following submission of the grievance at which an attempt will be made to resolve the grievance.

2. Within five (5) working days after the first level meeting, the supervisor will answer the grievance in writing on the grievance form and return copies to both the grievant and the steward.

If the bargaining unit member and the Union are not satisfied with the Level 1 decision, they may appeal said answer to Level 2 within five (5) working days of receipt of the answer. Such appeal to Level 2 shall include the grievance form and a written statement explaining why the first level response is not satisfactory and the Article(s) of the Agreement which has/have been violated.

B. LEVEL TWO

1. The Director of Employee/Labor Relations, or designated representative, will hold a second level meeting, within ten (10) working days of the bargaining unit member's appeal.

2. The grievant may be represented at this level by no more than two (2) employee representatives who shall be an area steward and/or chief steward from the grievant's area and no more than four other representatives who are not employees of the University as the Union may select. In the event there is no chief steward in the area concerned, a chief steward from another area may be substituted as one of the two (2) representatives. An attempt will be made at this level to resolve the grievance.

3. The Director of Employee/Labor Relations shall request the attendance of those witnesses and/or management representatives which the Union shall have demonstrated are necessary for the presentation of the grievant's case. Such witnesses will not lose pay while attending meetings at this level.

4. Such documentary evidence as shall be pertinent to the grievance will be available at the hearing.

5. Within ten (10) working days after said meeting, the Director of Employee/Labor Relations will give the University's final written decision to the bargaining unit member with a copy to the Union and Chief Steward.

6. If the Union is not satisfied with the University's final decision, it may submit the grievance to impartial arbitration under the provisions of Article 10, by written notice to the Director of Employee/Labor Relations within ten (10) working days after receipt of the Director's final decision

7. Grievance meetings will start promptly as scheduled. The Director of Employee/Labor Relations or designee may not discuss the grievance with either party immediately prior to the grievance meeting without the presence of the other party unless otherwise mutually agreed.

8.15 In the processing of grievances, University representatives will hold hearings and will adhere to the time limits and in good faith contact the appropriate steward when rescheduling is needed.

ARTICLE 9 RESOLUTION OF DISPUTES

9.1 The parties to this Agreement, recognize that disputes will arise relative to interpretation of this Agreement which cannot be appropriately resolved through Article 8, Grievance Procedure. This procedure will only be used for those disputes, the nature of which cannot be effectively resolved by the supervisor at Level One or by the administrator at Level Two of the Grievance Procedure.

9.2 The Union may request a hearing on the dispute by forwarding to the Director of Employee/Labor Relations within five (5) days after the event upon which the dispute is based or discovery of such event, a letter requesting the hearing and shall also furnish:

- A. A statement outlining the dispute.
- B. Such facts concerning the dispute as the Union can provide which will substantiate the Union's position.
- C. A statement from the Union indicating that it wishes to have the dispute processed under this article and, therefore, waives the right to have the dispute processed through Article 8, Grievance Procedure.
- D. A list of the employees the Union wishes to have attend the hearing.
- E. Should the Union request attendance at the hearing of a management representative whose presence would have a direct bearing on the dispute, the requested representative or designee will attend.

9.3 No dispute may be processed under this article which is subject to appeal to the State Personnel Board of Review or which has been previously submitted as a grievance in any grievance procedure by the grievant.

9.4 Upon receipt of such a request properly submitted by the Union, the Director of Employee/Labor Relations as soon as possible but not to exceed five (5) working days from the date of receipt of the request, will arrange a meeting to hear the Union's arguments relative to the dispute, make such additional investigation as it deems appropriate and then, within five (5) working days following the hearing, render a decision for the University. Time limits may be extended by mutual agreement of the parties.

9.5 Should the Union disagree with the decision of the University, it may, within ten (10) working days following receipt of the University's decision, request that the dispute be submitted to impartial arbitration under the provisions of Article 10, Arbitration.

ARTICLE 10 ARBITRATION

10.1 A panel of at least three (3) arbitrators shall be selected by the parties to serve on a continuing basis. The panel shall be assigned cases in rotating order designated by the parties. If an arbitrator is not available to hear a case within 60 calendar days, the case will be assigned to the arbitrator who can hear the case at the earliest date. Arbitrators shall serve until their services are terminated by written notice by either party to the other. Arbitrators shall conclude their services by deciding any arbitration which may have been previously heard. A successor arbitrator shall be selected by the parties.

10.2 The University agrees to allow the grievant any necessary witnesses requested by the employee, time off with pay to attend the hearing. Persons requested to attend the arbitration hearing who are regularly scheduled to work second or third shift will be scheduled first shift on the day of the hearing and released with pay for the duration of the arbitration hearing. The union will provide the University the name(s) of witnesses they are requesting to have released at least 48 hours prior to the hearing. The Union shall provide to the University, in writing, any request for documents at least seven (7) working days prior to the date of the scheduled arbitration hearing if possible. All other fees and expenses of the arbitration shall be borne equally by the University and the Union. The fees and expenses of the arbitration are defined as follows:

A. The cost of a stenographer/reporter as requested by the arbitrator or the parties thereto and the associated transcription costs. If a party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy then the total cost of such transcription shall be shared equally by both parties.

B. The fees and expenses of the arbitrator used in the case.

C. The fees and other charges which may come from any association from which an arbitrator is obtained.

D. Other expenses related to the arbitration proceedings.

10.3 The arbitrator shall be requested to submit a total accounting for the fees and expenses of arbitration as outlined above.

10.4 The arbitrator shall be requested to render his decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

10.5 Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement or a specific University policy as outlined in the Operating Manual shall be subject to arbitration. Arbitrators shall have no power to add to or subtract from or modify any of the terms of this Agreement or provisions of the Operating Manual, nor shall they substitute their discretion for that of the University nor impose on either party a limitation or obligation not specifically required by the express language of this Agreement or the Operating Manual. The arbitrator's decision shall be final and binding provided such decision does not exceed the jurisdiction of the arbitrator as set forth herein.

10.6 Prior to submission to arbitration pursuant to this article, the University and the Union shall meet and reduce to writing, the issue or issues to be placed before the arbitrator. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues.

10.7 The University will be responsible for notification to a grievant of the time and place of his arbitration hearing.

10.8 The Union and the University agree that it is important to process grievances in a timely fashion and to move promptly through the arbitration process. The procedure in 10.1 is intended to provide a prompt and economical arbitration process. Unless an extension is agreed to by all parties, any grievance which has not been assigned to an arbitrator within 120 calendar days of the date of the request for arbitration is filed shall be deemed withdrawn.

10.9 The University shall permit necessary witnesses, the involved steward and the grievant(s) necessary and reasonable time off without pay for preparation of arbitration cases so long as the absence of the requested employee(s) will not adversely affect operations. Requests for time off under this section are to be submitted and processed under the provisions of Article 16, Leave.

10.10 The parties recognize that expedited arbitration may be helpful and to that end, by mutual agreement, may use the following expedited arbitration procedure for any issue. In addition, however, unless the parties agree otherwise the parties shall use the expedited arbitration process for any arbitration which involves disciplinary action issued by the appointing authority except termination.

All other provisions of this Article 10 apply to this expedited arbitration procedure, except with respect to Section 10.4 and there shall be no recordings, transcripts or briefs and decisions rendered shall not be considered as a precedent in any later arbitration. The following provisions shall comprise expedited arbitration, together with any other provisions which the parties may agree upon to encourage a promptly and efficient arbitration process:

A. Both University and Union shall be limited to three (3) witnesses each and encouraged to use fewer, if they can agree.

B. The arbitrator will be required to issue an immediate decision or a decision within three (3) days from the date of hearing.

C. The arbitrator will normally hear at least two (2) grievances at each session unless mutually agreed otherwise.

10.11 By mutual agreement of the University and the Union, grievances and corrective actions for which the Union requested arbitration may be processed through grievance mediation.

10.12 The University and the Union will meet monthly to discuss grievances and corrective actions for which the union requested arbitration. Either party may request the presence of a mediator from the Federal Mediation and Conciliation Service to assist the parties in resolving any unresolved disputes which are pending arbitration. The mediator will not issue a binding decision. These meetings will not be recorded and solutions agreed to will not be taken as a precedent, nor will any proposed solutions be utilized in any later appeal to arbitration.

ARTICLE 11 CORRECTIVE ACTION

11.1 No bargaining unit member shall, for disciplinary reasons, be reduced in pay or position, suspended, discharged or removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office, nor shall such bargaining unit member receive any other form of corrective action except for just cause. Any dispute by a bargaining unit member regarding a disciplinary action issued by the Appointing Authority shall be processed through Article 10. Such appeals shall be submitted by the Union within (10) days of receipt of the action. All other disputes concerned with disciplinary actions will be processed through Article 8, Grievance Procedure.

11.2 When it is necessary to suspend, discharge, reprimand or demote a bargaining unit member, such action will be taken within forty (40) calendar days following the last alleged infraction. In the event of a serious incident, the forty (40) day time limit will begin upon the University's discovery of such incident. The University agrees that it will not unreasonably or arbitrarily delay in the processing of any contemplated disciplinary action. The provisions of this article shall apply only to actions taken for disciplinary reasons. Demotions as used in this article shall not mean demotions while on probation.

11.3 No bargaining unit members covered by this Agreement shall be given a suspension, removal or demotion order without first being given the opportunity to attend a hearing at which the bargaining unit members or their representative may show cause why they should not be suspended, removed or demoted. The University shall notify bargaining unit members of the date and time of the disciplinary hearing, at their work place or most recent address of record. The forty (40) calendar day time limit referenced in Article 11.2 shall be extended if a bargaining unit member does not attend a scheduled predisciplinary hearing. The time limit will be automatically extended for ten (10) days following the member's return to work. The Local Union will be notified at least 5 calendar days in advance of such hearing at which time copies of the charge or charges alleged shall be made available to the Union at the University's Employee/Labor Relations Office. The Local Union President or official of the union who is not an employee of the University and a chief steward may attend such hearings without loss of pay. If the requested corrective action is of a serious nature the chief steward may request the attendance of the area steward who has knowledge of the events leading to the corrective action. Such requests for the attendance of an area steward will be made through the Office of Employee/Labor

Relations at least two (2) days prior to the hearing. The area steward may attend without loss of pay.

11.4 The principles of corrective action will be followed with respect to minor offenses as defined by the University. A written warning will precede any suspension for such offenses and one or more suspension(s) will precede dismissal for such offenses. The first suspension for minor offenses will not exceed three (3) days and the second suspension for minor offenses will not exceed five (5) days. A third suspension for minor infractions will occur prior to termination if the bargaining unit member has completed eight (8) or more consecutive years of service.

11.5 Records of reprimands or discipline shall become null and void provided there have been no reprimands or disciplinary actions for a continuous period of one (1) year. Time spent in an inactive pay status, such as leaves of absence or disability separation, shall not be included in the one year period.

11.6 If the application of 11.5 results in the nullification of records of suspensions greater than three (3) days, those records may be used in subsequent disciplinary actions for the purpose of showing progressive discipline for a period of one (1) year following the nullification of such records from the bargaining unit member's personnel file. Time spent in an inactive pay status, such as leaves of absence or disability separation, shall not be included in the one year period.

11.7 If the University's action is based in whole or in part on portions of the bargaining unit member's record, such portions of the bargaining unit member's record will be made available for inspection by the bargaining unit member or by an appropriate union steward with written authorization from the bargaining unit member during normal working hours and within one (1) working day after receipt of the request.

11.8 Copies of all reprimands, notice of suspension, demotion or dismissal will be given to the bargaining unit member and copies of suspension, demotion or removal orders will be given to the Local Union President and the chief steward. A copy of a written reprimand issued to an employee for excessive absenteeism and/or tardiness will be given to the Union. All other written reprimands shall be issued in duplicate to the bargaining unit member.

11.9 During the duration of this agreement, the University and the Union may investigate alternative methods of corrective action which may be implemented upon mutual agreement.

ARTICLE 12

HOURS OF WORK AND OVERTIME

12.1 Forty (40) hours of work shall constitute a regular work week for full-time bargaining unit members which shall normally be scheduled over not more than five (5) days of eight (8) hours per day. Except in those areas where bargaining unit member's have been previously otherwise scheduled, the eight (8) hours shall be consecutive. Once a bargaining unit member's work schedule has been posted for a particular week, it will not be changed during that week for the purpose of avoiding the payment of overtime. Where it has been past practice, the University will continue to post tentative work schedules for two (2) or more weeks and wherever possible will develop bargaining unit member work schedules in excess of one (1) week.

12.2 It is understood that some departments and locations are regularly scheduled for more than one (1) shift per day, and for more than five (5) days per week. Therefore, bargaining unit members of these departments or locations may be scheduled for work weeks other than Monday through Friday. Such scheduling will be handled in strict accord with the provisions of this Agreement. Bargaining unit members hired after March 31, 1988 in departments and locations regularly scheduled Monday through Friday may be scheduled for work weeks other than Monday through Friday. Bargaining unit members hired before March 31, 1988 in departments and locations where work schedules were Monday through Friday as of that date will not have their work weeks changed involuntarily should the work week of the department or location change.

12.3 Eligible bargaining unit members called to report to work outside their regularly posted hours under instructions from their supervisor shall be entitled to a minimum of four times their regular hourly rate of pay regardless of the number of hours actually worked. When the point is reached where the actual hours worked provide compensation equal to the assured minimum, regular pay provisions shall apply.

12.4 A. For purposes of this section, "overtime" shall be defined as a work assignment which causes a bargaining unit member to be in an active pay status more than forty (40) hours in a pay week.

B. Overtime opportunities for full-time bargaining unit members shall be equally distributed among such bargaining unit members who customarily perform the work assigned, and who are available for assignment. Any such

bargaining unit member may reject routine or pre-scheduled overtime work provided another qualified bargaining unit member in the same classification is available for the assignment.

C. Overtime opportunities shall not be assigned to part-time bargaining unit members unless, at the time the University is required to assign the work, no full-time bargaining unit member who satisfies the criteria of 12.4 (B) above is available for the assignment.

D. It is recognized by the University and the Union that a variety of overtime recordkeeping systems exist. With respect to such records, the University agrees that wherever practicable, said records will be posted quarterly and will endeavor to post on a monthly basis. Wherever the University determines that it is impracticable to post such records they will be made available to a steward upon request. If it is determined that a bargaining unit member has not been given overtime opportunity, it will be the sole obligation of the University to give preference to such bargaining unit member in future overtime assignments to correct the imbalance of opportunity.

12.5 A bargaining unit member who is authorized to work on a day observed as a holiday by the University Rules for the Classified Civil Service shall be paid according to those rules.

A. The following legal holidays are recognized by the University and observed on the days specified for other University employees by the Board of Trustees:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

B. If a holiday occurs while a bargaining unit member is on vacation or sick leave, such time shall not be charged against accrued vacation or sick leave balances.

12.6 Except where the availability of employees and operational needs make it impossible to so schedule, no bargaining unit member covered by this Agreement will be required to work more than five (5) consecutive days without a day off.

12.7 A. With respect to the provisions of Section 12.3, it is recognized that departments normally utilize bargaining unit members who volunteer for call-back assignments.

B. There may be times during which departments require bargaining unit members to be on standby or "on-call" and who must be immediately accessible by telephone or pager. In these instances bargaining unit members will be compensated, one (1) hour at their regular hourly rate of pay for each eight (8) hours of time spent in a standby status. These hours will not count toward the calculation of overtime as referenced in section 12.4A or call back pay as referenced in 12.3.

12.8 A. Residence and Dining Halls bargaining unit members hired before March 31, 1988 in departments and locations regularly scheduled Monday through Friday may be scheduled for work weeks other than Monday through Friday. If this occurs, those bargaining unit members shall not be required to work more than one weekend a month. Those hired after March 31, 1988 will be scheduled off at least one weekend a month.

B. The University agrees to continue its practice of scheduling Food Service employees in Hospital Dietary off duty every other weekend. Food Service employees in Hospital Dietary hired after March 31, 1988 will be scheduled off at least one weekend a month.

12.9 In departments where there exists a staffing shortage because of employees on medical leave of absence or a seasonal increase in the workload, temporary employees may be hired as a supplement to the workforce. Such employment will not exceed 180 days or for the duration of the illness or disability which-ever is greater. This section does not apply to positions where the incumbent is on disability separation. It is the intent of the University to erode the bargaining unit with temporary employees.

Temporary employees do not attain certification nor do they have any rights under this agreement except for payroll deductions and applicable benefit/wage provisions and checkoff.

ARTICLE 13

SENIORITY

13.1 Unless otherwise provided for herein, there shall be only one (1) form of seniority which shall be a bargaining unit member's total uninterrupted service with the University.

13.2 Bargaining unit members serving their initial probationary period shall be not covered by this agreement except for payroll deductions, and applicable benefit and wage provisions. Upon successful completion of the probationary period, bargaining unit members' seniority shall be retroactive to their date of hire. Length of probationary period shall be determined as follows:

A. Bargaining unit members appointed 50% FTE or more shall be considered probationary employees for the first one-hundred twenty (120) days of employment in the same classification.

B. Bargaining unit members appointed less than 50% FTE shall be considered probationary for the first 180 days of employment in the same classification.

13.3 A bargaining unit member's seniority shall terminate if a bargaining unit member:

A. Quits or resigns.

B. Is discharged for cause.

C. Is laid off for a period of more than twelve (12) consecutive months.

D. Fails to report to work as scheduled after leave of absence or layoff.

13.4 The University will furnish to the Union, appropriate seniority lists when a bargaining unit member is scheduled to be laid off and, upon request, will provide applicable length of service data when bargaining unit members feel their rights have been abridged because of an improper recognition of their service with the University.

13.5 Pro-rated seniority for part-time bargaining unit members shall be calculated as follows, for time worked after the effective date of this Agreement:

Total no. of hours in active pay status

2080 hours

for each year of employment.

ARTICLE 14 PROMOTIONS

14.1 When a regular position covered by this Agreement becomes vacant because of retirement, quit, separation or the creation of a new position, and the University decides to fill such vacancy, the vacancy shall be filled in the following manner.

14.2 A notice of the vacancy will be posted in appropriate locations for a period of five (5) working days. At the time of such posting, a copy of the posting will be forwarded to the Union President.

14.3 Any bargaining unit member, other University employee or outside candidate may apply for the position on an application form to be furnished by the University. Bargaining unit members who are absent during the period of posting due to vacation, illness, leave of absence or layoff, may make application for the posted position at any time during their absence or upon their return and will be considered provided the position has not already been filled and the successful applicant notified. The University may interview any candidate, but it shall guarantee interviews to the three (3) most senior bargaining unit member candidates.

14.4 The University will consider only applicants who meet the minimum job requirements listed in the approved job description for the posted position. The University will not be required to consider an application for a vacancy filed by an employee serving a probationary period.

14.5 Unless there is a bargaining unit member in the same classification whose job has been abolished, a posted vacancy will be awarded to the most senior bargaining unit member candidate who is already within the classification of the vacancy unless that individual can be demonstrated to be unqualified, or unless some other bargaining unit member candidate can be demonstrated to be substantially better qualified.

14.6 If the vacancy is not filled following the application of 14.5 above, the vacancy shall be filled by promoting the most senior bargaining unit member candidate unless:

- A. The most senior bargaining unit member candidate is not qualified pursuant to 14.7, or
- B. Some other bargaining unit member candidate can be clearly demonstrated to be better qualified, or
- C. A non-bargaining unit candidate is substantially better qualified than all bargaining unit member candidates.

14.7 Qualifications in this article, will be based on the candidate's experience, skill, ability, training, dependability and, if applicable, education.

14.8 When a vacancy is filled in accordance with this article, the University will notify all candidates of the candidate selected. Upon written request from the Union, the University will provide a written comparison of the grievant and the selected candidate according to the criteria listed above and will also furnish the University hiring date of the selected candidate. A bargaining unit member who was not selected may grieve under Article 8. Any such grievance shall be appealed within fifteen (15) calendar days after receipt of the notice of non-selection directly to the Director of Employee/Labor Relations who will process the grievance at Level 2.

14.9 When a vacancy exists, it may create an operational inconvenience or emergency situation. In such event, the University may temporarily fill the vacancy in order to assure continued job coverage while the provisions of this section are being processed. In no case shall the vacancy be filled temporarily for a period longer than ten (10) weeks. Where the bargaining unit member temporarily filling the vacancy is in a classification beneath the classification of the vacant position, the member will be paid at the applicable rate for the vacant position during the period the vacancy is being temporarily filled in accordance with applicable provisions of the University Rules for the Classified Civil Service.

14.10 In the selection of bargaining unit members for University sponsored training which is required in order to qualify a bargaining unit member for future promotion pursuant to this article, the University will apply the same selection criteria used for bargaining unit member promotion.

14.11 A. Bargaining unit members who apply for transfer to the University Medical center will be drug tested after receiving a final offer of employment but prior to beginning work. Applicants will be informed of the physical examination and drug test at the time of a job offer.

B. The test results will be kept confidential and reported only as a failed physical. Bargaining unit members testing positive during a post offer drug test will not be subject to disciplinary action as a result of the finding.

C. Any bargaining unit member testing positive may be referred to a substance abuse program.

ARTICLE 15

REDUCTION IN FORCE

15.1 The Reduction in Force rules for this bargaining unit, except as noted below, shall be those rules set forth in Section 3335-81 of the University Rules for the Classified Civil Service.

15.2 Should the University decide the layoff of a bargaining unit member is necessary, the University will meet with the Union to discuss alternatives to minimize the anticipated reduction in force.

15.3 Sections 335-81-08 through 335-81-10 will not apply to this bargaining unit. The order of layoff will be determined by reverse seniority, as defined in Article 13 of this Agreement.

15.4 Bargaining unit members laid off as a result of the application of these rules may exercise displacement rights only within the bargaining unit. No employee outside the bargaining unit shall be permitted to displace any bargaining unit member by the application of the University Reduction in Force Rules.

15.5 Any dispute by a bargaining unit member regarding a reduction in force shall be subject to the Grievance Procedure and cannot be appealed to the State Personnel Board of Review.

ARTICLE 16

LEAVE

16.1 A. An unpaid leave of absence may be granted by the University up to a period of time not to exceed six (6) months and will be granted whenever practicable.

B. Bargaining unit members who have been granted a leave of absence under (A) above for the purpose of taking full-time employment with the Union, or to become Union President, may upon the expiration of their leave of absence voluntarily resign with the understanding that upon their application for reinstatement at any time within three (3) years of resignation, they will be re-hired in their old position or a position of like pay and status and will retain all rights and benefits as provided for in the University Rules for the Classified Civil Service.

C. The University agrees that it will grant a leave of three (3) years to the duly elected Local Union President and will extend such leave during continued service as President.

16.2 A leave of absence must be applied for and granted in writing. A request for a leave of absence to take full-time employment with the Union or for any other Union activity will be submitted by the Union directly to the Director of Employee/Labor Relations for consideration. The request will receive favorable consideration unless operations in the bargaining unit member's department would be adversely affected by the absence. A successive application for renewal will receive strong consideration.

16.3 A bargaining unit member may return to work prior to the expiration of any leave of absence without pay provided reasonable notice is given by the bargaining unit member, in writing, stating the date, time and place for the bargaining unit member to return.

16.4 Upon the expiration of a leave of absence, bargaining unit members will be returned to their formerly occupied position or a position in the same classification and pay status if their former position no longer exists.

16.5 If it is found that a leave of absence is not actually being used for the purposes for which it was granted, the University may cancel the leave and direct the bargaining unit member to return to work.

16.6 A. Bargaining unit members shall receive the amount of pay they would have received on their regular straight time basis for each day necessarily lost during their normal work week, not exceeding three (3) days, to make arrangements for and attend the funeral of a member of their immediate family. Additional days will be granted upon a showing that circumstances require travel out of the surrounding area or a showing that an earlier return would work a hardship upon the employee.

B. Immediate family shall be defined as: grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, domestic partner, child, grandchild, legal guardian or other person who stands in place of a parent.

C. Any day for which a bargaining unit member receives pay under the provisions of this section shall be charged against such bargaining unit member's sick leave or vacation at the bargaining unit member's option.

16.7 Bargaining unit members who have completed their probationary period and who have exhausted their accumulated sick leave shall be granted a leave of absence for illness or disability, including pregnancy, for a period not to exceed six (6) months. The bargaining unit member shall furnish satisfactory medical proof of such said illness or disability, including pregnancy.

16.8 Provisions of the University Rules for the Classified Civil Service concerning disability leave shall be observed if disabling illness continues beyond the leave of absence.

16.9 Upon completion of a medical leave, including pregnancy leave, a bargaining unit member must provide the University with a doctor's certification attesting to the bargaining unit member's fitness to return to work.

16.10 A bargaining unit member covered by this Agreement will be granted time off from work without pay to attend international or state union conventions, union educational programs or union special events under the following conditions:

A. The leave must be for one of the reasons listed above.

B. The request must be submitted by the Union, in writing, to the Director of Employee/Labor Relations not less than one (1) full week prior to the week for which he leave is requested.

C. The leave will be granted only if the bargaining unit member's absence will not unduly hamper operations.

D. The leave is to be without pay.

16.11 The University will continue to comply with all applicable state and federal statutes and regulations relating to the employment rights of bargaining unit members on military service.

16.12 Bargaining unit members who are on an approved medical or pregnancy leave of absence will have their Hospitalization, Life Insurance, Accidental Death and Dismemberment, Surgical Medical and Major Medical Programs continued at no cost to the bargaining unit member during the period of leave provided the bargaining unit member has been employed by the University for a continuous period of one (1) year or more at the time the leave commences.

16.13 Family leave will be provided to bargaining unit members in accordance with University policy.

ARTICLE 17 EDUCATIONAL BENEFITS

17.1 The University will provide for bargaining unit members the fee authorization program as currently in effect and as may be determined during the term of this Agreement.

17.2 Effective Autumn Quarter 1994, fee authorization will be increased up to ten (10) credit hours of course work per academic quarter.

ARTICLE 18 INSURANCE AND BENEFITS

18.1 A. The University will provide group health benefits to bargaining unit members on the same basis as such benefits are provided to all other University employees.

B. Bargaining unit members who choose to participate in all or any part of the University-wide program of insurance benefits shall pay the employee's share of premiums, deductibles and other costs as established by the University.

C. Through June 30, 1994, the maximum employee contribution percentage of the applicable premium for full-time employees will be 21%.

D. For the fiscal year 1994-1995, the maximum employee contribution percentage of the applicable premium for full-time employees will be in accordance with the following schedule:

21% for OSUHP and the Traditional Plan.

15% for OSU PrimeCare.

10% for the Buckeye Health Plan.

E. For the remainder of the Agreement, the maximum employee contribution percentage of the applicable premium for full-time employees enrolled in the Buckeye Health plan will be 10% and the PrimeCare plan will be 15%. Bargaining unit members enrolled in the OSUHP or the Traditional Plan will pay the difference between 85% of the applicable premium for PrimeCare and the total applicable premium of the OSUHP and the Traditional Plan.

Regular part-time employees with appointments of 50% or more shall pay premiums in the same manner as all other regular part-time employees of the University.

D. If the University determines an insurance premium holiday is appropriate, enrolled bargaining unit members will be included.

18.2 During the term of this Agreement, should the University consider changes in the area of employee benefits, such as health care programs, or specialized premiums, such as shift differentials, the University agrees to meet and discuss the contemplated changes with the Union at least 90 days prior to the effective date of the change.

18.3 It is understood that the University maintains an Insurance Benefits Office to aid employees in processing claims, coordinate benefits and provide information regarding available benefits.

18.4 The University will continue to be responsible for a program of liability coverage on all vehicles owned or leased by the University. Bargaining unit members authorized to operate such vehicles will be covered by this program, and will not be required to involve their personal automobile liability coverage.

ARTICLE 19 VACATIONS

19.1 It is the intent of the University to honor a bargaining unit member's requested vacation time whenever possible. Vacations will be scheduled at such times as shall be mutually agreeable to the bargaining unit member concerned and the University. The University reserves the right to limit the number of bargaining unit members permitted to be on vacation at any one time where the efficiency and operational needs of the facility will be disrupted.

19.2 When two or more bargaining unit members choose the same vacation time and operational needs require the limitation of the number of bargaining unit members who can be off, the most senior bargaining unit member will be given first choice.

19.3 A. When bargaining unit members request vacation at least 45 days in advance, they will be notified of approval/disapproval no later than 40 days before the requested time off. The provisions of 19.2 will apply to such requests except that if the bargaining unit member's vacation is approved as of 40 days before the requested time off, it will not later be changed because of the exercise of seniority provided in 19.2.

B. When a bargaining unit member requests vacation less than 45 days in advance, the University will consider such requests when operational needs permit. In these cases, the bargaining unit member will be notified promptly as to whether or not such time off can be granted. Once a bargaining unit member's vacation has been approved, it will not later be changed because of the exercise of seniority provided in 19.2.

19.4 Bargaining unit members who are absent due to illness or injury and who have exhausted their sick leave or bargaining unit members who have been granted a leave of absence will be permitted to charge such absence to their available vacation time.

19.5 Full-time bargaining unit members in an active pay status shall be entitled to vacation in accordance with the following schedule upon completion of one year of service:

YEARS	ACCRUAL
1 through 7	80 hours
8 through 14	120 hours
15 through 24	160 hours
25 or more	200 hours

Vacation may be accrued for the purpose of extending the vacation period or to carry over any unused vacation credit from a previous period. Such a accrual shall be limited to that amount earned in the three (3) years of service just completed.

19.6 Upon termination of employment, payment for accrued but unused vacation leave shall be made at the member's rate of pay at the time of termination, subject to the accrual limits stated in Section 19.5 of this article and provided the member had at least one (1) year of continuous service with the University.

19.7 In the event of a bargaining unit member's death any earned but unused vacation for which the member was eligible to be compensated will be paid at the rate of pay at the time of death to the next of kin or the estate of the deceased member.

19.8 Within the sole discretion of departmental management, vacation may be granted to cover emergency situations.

19.9 If vacation is requested to attend the funeral of an aunt, uncle or cousin and adequate notice is provided, one (1) day of vacation to attend the funeral will not be unreasonable denied, provided documentation is provided, if requested.

ARTICLE 20 CLASSIFICATIONS

20.1 Bargaining unit positions shall be continuously reviewed by the University to determine the appropriateness of the classification and whether or not bargaining unit members are working within their assigned classifications. The Union will represent bargaining unit members desiring to submit facts relative to their classification for consideration and will be afforded reasonable opportunity to do so.

20.2 The determination of whether the bargaining unit member is working within the bargaining unit assigned classification shall be made by comparing the bargaining unit members actual job duties to the position specifications.

20.3 A. If, as a result of a job audit or classification review of a bargaining unit member's position, the position is determined to be improperly classified, the University will reclassify that position. The incumbent bargaining unit member will be awarded the position unless the member chooses to reject the new classification and remain in the original title.

B. The reclassification will be effective on the date of the issuance of the Appointing Authority's determination and the incumbent will not be required to serve a probationary period. The reclassification shall not be retroactive prior to the issuance of the Appointing Authority's determination.

C. Reclassifications will not be posted, but the Union will be notified when bargaining unit members' positions are reclassified.

20.4 The development of position specifications or specific job descriptions, the determination of promotional tests, the assignment of appropriate values to such tests, and the reclassification of bargaining unit members is the right of the University.

20.5 When bargaining unit members' positions are reclassified, they shall be given notice in writing setting forth the proposed new classification, pay range and salary. Notwithstanding the provisions of Article 8.3, all reclassification issues shall be appealable to the State Personnel Board of Review. A bargaining unit member who desires a hearing shall file a written request, therefore, with the State Personnel Board of Review within thirty (30) days after receiving said written notification. Alternative methods of resolution of classification disputes may be implemented upon mutual agreement.

20.6 A. Whenever bargaining unit members are assigned to work in a higher level position for a continuous period of more than two (2) weeks, but not more than one hundred and eighty (180) days in any one (1) year period because of a temporary absence or vacancy, they will be paid at the minimum base rate for the higher position or at a rate that is at least five (5) percent above their current base rate for the period the bargaining unit member occupies the position provided that the temporary occupancy is approved by the Office of Human Resources/Classification and Compensation. Temporary promotions because an incumbent is on sick leave or medical leave may continue during the period of sickness or disability. Persons temporarily promoted do not attain certification in the higher title. Temporary promotions do not apply to situations where the incumbent is on disability separation.

B. When a bargaining unit member is assigned to work in a higher level position, the bargaining unit member's department will promptly notify the Office of Human Resources/Classification and Compensation and the bargaining unit member in writing of the temporary occupancy.

C. If a bargaining unit member has occupied a higher level position for a period of more than two (2) weeks, the University will not deny the bargaining unit member the commensurate rate of pay because of improper notification by the bargaining unit member's department.

ARTICLE 21

EMPLOYEE PERFORMANCE EVALUATION

21.1 If annual Employee Performance Evaluations are used for bargaining unit members covered by this Agreement, they shall be done in a fair and equitable manner.

21.2 Following a discussion with their supervisor concerning their evaluation, bargaining unit members will be granted five (5) working days in which to prepare any statement they wish to have added to the evaluation after which they may sign an acknowledgment that the evaluation has been discussed with them.

21.3 A copy of the completed annual Employee Performance Evaluation form will be furnished to bargaining unit members at the time they sign the form.

21.4 Upon request to their supervisor, bargaining unit members may have any personnel evaluations removed from their file except for the two (2) most current evaluations.

ARTICLE 22 COURT LEAVE

22.1 The University will grant court leave with full pay to any bargaining unit member who:

- A. Is summoned for jury duty by a court of competent jurisdiction, or
- B. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the bargaining unit member is not a party to the action.

Reasonable notice shall be given by bargaining unit members, of the required absence, and they shall present proof of such summons or subpoena to their supervisor prior to or following their release from work. When serving on jury duty, bargaining unit members will be rescheduled to the first shift if they were regularly scheduled to work the second or third shift. Similarly a full-time bargaining unit member will be rescheduled to a Monday through Friday schedule as appropriate to effect a five (5) day work schedule. When bargaining unit members are released from jury duty more than four (4) hours before the end of the first shift they will notify their department immediately to determine whether they must report for work.

22.2 Bargaining unit members who are appearing before a court or other legally constituted body in a matter in which they are a party may be granted vacation time, or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

22.3 A bargaining unit member who is the appellant in any action before the State Personnel Board of Review, State Employment Relations Board, the Workers' Compensation Board, and is in active pay status at the time of a scheduled hearing before the board shall be granted court leave with full pay for purposes of attending the hearing.

22.4 Bargaining unit members who are the victim of a verifiable violent criminal offense directed against their person, or against the person of a member of the employee's immediate family, with such criminal offense classified as a felony under state or federal law, shall be excused with pay for their necessary absence during a normal shift to appear as a witness in a criminal proceeding, with such appearance being the proximate result of the criminal offense.

ARTICLE 23 REST PERIODS

23.1 There will be two fifteen (15) minute rest periods in each regular shift each work day. The rest periods will be scheduled by the supervisor and, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, and they may not be scheduled immediately before or after the meal period or at the start or end of a shift.

ARTICLE 24 CLEANUP TIME

24.1 The University will grant all bargaining unit members engaged in work necessitating cleanup, a five (5) minute cleanup period before lunch and another five (5) minute cleanup time before the end of the shift.

ARTICLE 25 UNIFORMS AND SAFETY EQUIPMENT

25.1 Wherever it has been the practice for the University to furnish and maintain uniforms for bargaining unit members, such practice will be continued for the life of this Agreement.

25.2 The University will continue to provide the proper safety equipment, protective clothing and foul weather gear to those bargaining unit members who are required to use the equipment in the performance of their job assignments.

ARTICLE 26

MEALS

26.1 Bargaining unit members not employed by Residence and Dining Halls who on the date of the signing of this agreement had special meal privileges will continue to be provided meals.

26.2 Bargaining unit members will be eligible to participate in the Residence and Dining Halls Buck I. D. program. This program begins Autumn quarter 1994 and provides discounts off the cash price of meals served in the Residence and Dining Halls dining commons.

26.3 When dining commons operated by Residence and Dining Halls are open for service, the following meals privileges will apply:

A. Bargaining unit members employed by Residence and Dining Halls Food Service will be permitted one (1) meal per eight (8) hour work day, consisting of a single serving from each menu category at no charge.

B. All other bargaining unit members employed by Residence and Dining Halls will be permitted one (1) meal per eight (8) hour work day, consisting of a single serving from each menu category and an unlimited number of additional helpings at a charge per meal not greater than:

1. Effective with the signing of the Agreement through August 31, 1994 - 50% of the cash price for lunch (this price will be \$2.80, which is the current lunch price for bargaining unit members).

2. September 1, 1994 through August 31, 1995 - 55% of the cash price for lunch.

3. September 1, 1995 through August 31, 1996 - 60% of the cash price for lunch.

4. September 1, 1996 through March 31, 1997 - 65% of the cash price for lunch.

C. The charge per lunch under provision 26.1 B above will not increase by more than \$.35 each year.

D. Notwithstanding any other provision, if Residence and Dining Halls operates significantly different food service operations during the term of this Agreement, the University will meet with the Union to discuss the implementation of a different meals policy for those operations.

E. Residence and Dining Halls reserves the right to limit servings of special feature entrees and snackpacks.

ARTICLE 27 PARKING PERMITS

27.1 Should the University contemplate an increase in parking fees, the Union will be notified of such proposed increase and may then reopen this Agreement for negotiations of parking fees only. At such times the University and the Union may also discuss proposals for changes in parking such as remote parking and transportation problems at the University.

27.2 Bargaining unit members whose normal parking facilities are not available because of athletic events will be issued special parking permits to allow them access to parking within reasonable proximity to their work.

27.3 The University will make available to the Union, three (3), thirty minute delivery permits. The Union and users of the permits must comply with all requirements applicable to such permits and their use.

ARTICLE 28 BULLETIN BOARDS

28.1 Where there are bulletin boards for University employees, a reasonable amount of space will be reserved for the Union.

28.2 All Union material posted must relate to the following:

- A. Union recreational and social affairs.
- B. Union meetings.
- C. Union appointments.
- D. Notice of Union elections.

E. Results of Union elections.

F. Any other materials authorized by an officer of the Union and the Director of Employee/Labor Relations.

28.3 Posted material shall not contain any personal attacks upon individual staff or scandalous or scurrilous attacks upon the University.

28.4 University facilities will be made available to the Union in accordance with the Operating Manual and Office of Scheduling procedures.

ARTICLE 29

SAFETY

29.1 The University and Union agree that the safety of all employees is a matter of highest importance, and that each will promote and encourage safety in all matters, including promoting OSHA compliance and safe working conditions. Careful observance of safe working conditions and University safety rules is a primary responsibility of all employees, and the Union and the University will cooperate in encouraging employees to observe applicable safety rules and practices. The University will not assign any employee to engage in any activity in violation of applicable safety laws, rules and regulations. Bargaining unit members and supervisors who fail to observe safety rules, or cause other employees not to observe them, may receive disciplinary action.

29.2 The University has established a comprehensive safety program to provide and maintain a safe working environment. The University shall actively involve the Union in its safety program, particularly with respect to safety studies which impact on bargaining unit members.

29.3 Grievances which clearly involve circumstances that could result in bodily harm, will be processed beginning at Level One of the Grievance Procedure.

29.4 The University will provide employees with appropriate safety equipment when required in connection with an employee's assigned duties. Whenever such safety equipment is provided by the University, an employee shall be required to use and care for it. The University will not require an employee to operate or use equipment or material which a reasonable person in the exercise of ordinary care would know would cause injury to anyone.

29.5 Employees shall not be disciplined for reasonable failure or refusal to engage in unsafe practices which would violate applicable federal, state or local safety laws or University regulations.

29.6 All employees shall as soon as possible report unsafe working conditions or equipment to their supervisors. Any employee involved in an accident shall report the accident and any injury sustained according to University procedures. The employee and the supervisor shall, as soon as possible, make out an accident report on the form provided by the University, including mention of all witnesses to that accident, and a copy shall be given to the employee.

29.7 The University shall provide employees information regarding toxic or hazardous substances as required by law. Employees engaged in maintenance, repair or renovation who may work around asbestos-containing or other hazardous materials will be instructed in proper procedures.

ARTICLE 30 CONTRACTING

30.1 It is not the University's intent to contract to the harm or detriment of its employees. However, the University reserves the right to contract for goods and services to the extent not inconsistent with applicable law. The Union reserves the right to take appropriate legal action if it considers such to be necessary.

30.2 Where the University engages in contracting for goods and services, no bargaining unit member covered by this Agreement shall, as a result thereof, be laid off or suffer a reduction in pay.

30.3 During the term of this Agreement, the University will post and hire persons to fill positions in the classification titles listed in Appendix A as may be necessary and economically feasible.

ARTICLE 31 NO STRIKE - NO LOCKOUT

31.1 During the term of this Agreement, there shall be no strike, slowdown or work stoppage, boycott, picketing, stay-home or other interruption or interference of a like or similar nature with the work of the University. The Union, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, threaten or condone any of such actions.

31.2 Under no circumstances shall the University, its officials or its supervisors threaten or directly or indirectly cause, instigate, support, encourage or condone a "lockout" of bargaining unit members.

ARTICLE 32 PAYCHECKS

32.1 Bargaining unit members will receive their regular paychecks prior to their lunch break on each payday provided the checks have been received in the department in sufficient time to permit checking and authentication by the department.

32.2 Bargaining unit members who are not scheduled to work on payday or who will be on vacation or leave of absence may obtain their paychecks earlier provided the checks have been received in the department and have been checked and authenticated.

32.3 The Union acknowledges that abuse of 32.2 which results in checks being cashed prior to payday may result in the nullification of 32.2. The University agrees to notify the Union should such abuse be reported to the University. Prior to any nullification, the University will meet with the Union in a Resolution of Disputes proceeding to discuss means and mechanisms of correcting abuses and avoiding nullification.

ARTICLE 33 TRAINING

33.1 The University and the Union will continue the joint labor-management training committee (3) bargaining unit members and (3) University representatives during the term of this Agreement. The committee will meet at least quarterly to identify and propose recommendations with respect to joint training initiatives. The committee will examine existing training programs in both the public and private sector and compile interim reports regarding future possibilities for training.

33.2 The Committee may, for the purpose of achieving affirmative action objectives, establish internships or other training programs.

ARTICLE 34 DIRECTORY

34.1 The Union will be furnished a copy of the University Faculty and Staff Directory and the Hospitals Directory upon the signing of this Agreement and at each revision thereafter.

ARTICLE 35 EMERGENCY CLOSING

35.1 When inclement weather or other emergency conditions require the closing of all or part of the University, bargaining unit members who are scheduled to work will receive their regular compensation for any straight time hours they are not permitted to work. This provision shall not apply to reductions in force executed pursuant to University Rules for the Classified Civil Service.

35.2 When bargaining unit members are unable to report to work because emergency conditions prevent them and such emergency has been declared by state authorities authorized to make such declaration, such affected bargaining unit members may receive accrued vacation or compensatory time pay for any straight time hours they are unable to work, provided that appropriate call-in procedures are followed.

ARTICLE 36 PERSONNEL INFORMATION SYSTEM

36.1 Except as indicated below, the University will permit a bargaining unit member or an attorney who presents a signed written authorization from the bargaining unit member, to inspect personnel information of which the bargaining unit member is the subject.

36.2 With the bargaining unit member's permission, a union steward or other Union official may be present with the bargaining unit member during such inspection.

36.3 Such inspection may be made only twice each calendar year and at times when such records are reasonably available for inspection.

36.4 If a bargaining unit member requests access to medical, psychiatric or psychological information, the University will disclose the information only to the bargaining unit member's personal physician, psychiatrist or psychologist, or to an attorney who presents a signed written authorization made by the bargaining unit member and not to the bargaining unit member making the request.

36.5 Copies of such inspected material will be provided to bargaining unit members, their attorney, physician, psychiatrist or psychologist, upon request and upon the payment of a reasonable charge not to exceed the cost of reproduction or ten (10) cents for each copy of each page of each document, whichever is less.

36.6 The University shall immediately notify any bargaining unit member when any personnel information on the bargaining unit member is made available to any person under compulsory legal process. Bargaining unit members will be notified of the placement of any adverse information in their personnel file.

36.7 A. If bargaining unit members dispute the accuracy, relevance, timeliness, or completeness of the Personnel Information pertaining to them that is maintained by the University, they may request in writing to their supervisor that the University investigate the current status of the information. Within ten (10) working days, the University will notify the bargaining unit member in writing of the results of their investigation and the action they plan to take with respect to the disputed information. The University shall delete any information that it cannot verify or that it finds to be inaccurate.

B. If after such determination, the bargaining unit member is not satisfied, the University shall:

1. Permit the bargaining unit members to include within the system a brief statement of their position on the disputed information, or
2. Permit bargaining unit members to include within the system a notation that they protest that the information is inaccurate, irrelevant, outdated, or incomplete.

ARTICLE 37 REASSIGNMENTS

37.1 The University may reassign bargaining unit members from one job assignment or work area to another within a department. Such reassignments, whenever possible, shall be effected on a voluntary basis. If there are no volunteers for the necessary reassignment, the University will, in effecting an involuntary reassignment, consider the seniority of bargaining unit members and whenever practicable permit the bargaining unit member to reject such reassignment providing he or she is senior to another bargaining unit member within the department.

37.2 The University may reassign bargaining unit members from one shift to another or from one department to another when the University determines such action is necessary. In making such reassignments, the seniority of the bargaining unit member involved will govern and a bargaining unit member may reject the reassignment provided he is senior to another bargaining unit member on the same shift or in the same department who is qualified to perform the necessary work.

37.3 In those areas where the University determines a temporary staffing shortage exists because of absenteeism, when practical the University will first seek volunteers to overcome the shortage. If no volunteers are found the University may temporarily reassign bargaining unit members without regard for seniority for a maximum of two (2) working days.

If the temporary staffing shortage continues for longer than two (2) working days either a different bargaining unit member must be used to fill the operational shortage up to a maximum of two (2) working days per bargaining unit member, or the provisions of Article 37.1 will be followed.

ARTICLE 38 NEGOTIATION TEAM

38.1 Members of each team shall be limited to not more than fourteen (14) participants. Should the Union team include University employees who would otherwise be scheduled to work on the day of the meeting such employees' work schedule for that day shall be as approved by the Director of Employee/Labor Relations and they will not be required to perform other duties.

38.2 The number of University employees who will be permitted time off from normally assigned duties to attend discussion meetings as representatives on the Union team shall be limited to not more than seven (7) at any one meeting of which not more than one (1) shall be from any one department. A department shall be defined by the departmental rosters submitted to the Union for dues checkoff purposes.

38.3 Under no circumstances will employees be considered in a work status while traveling to or from the place of meeting. Employees scheduled to attend such meetings in lieu of performing their regular duties will not be required to check in or out at their normal place of work on meeting days.

ARTICLE 39 DURATION

39.1 This Agreement shall be effective from April 1, 1994 until and including March 31, 1997.

39.2 Not less than forty-five (45) days prior to the termination of the Agreement, the parties shall meet for the purpose of discussing the terms and conditions of a new Agreement. Should the parties fail to reach an Agreement fifteen (15) days prior to the termination date, they shall jointly request the Federal Mediation and Conciliation Service or the State Employment Relations Board to assist them in reaching a settlement.

39.3 In the event the parties have not reached a new Agreement by the termination date, the Union and its members shall have the right to strike in accordance with the provisions of Chapter 4117 of the Revised Code, provided that CWA shall give ten (10) days prior written notice of any intent to strike to the University and the Ohio State Employment Relations Board.

39.4 The provisions of Sections 39.2 and 39.3 of this Agreement constitute the sole and exclusive means for resolution of any negotiation impasse between the parties, and shall supplant any provisions of Chapter 4117.14 of the Revised Code which might otherwise apply.

ARTICLE 40

SICK LEAVE

40.1 The Union and the University agree that regular attendance at work by each bargaining unit member is necessary in order to maintain continuous, efficient University services and operations and to prevent hardships on other employees. The Union and University also agree that it is of mutual benefit to expedite the processing of sick leave requests of bargaining unit members.

40.2 Sick leave is an insurance type of benefit. Bargaining unit members accrue sick leave at 4.6 hours of sick leave for each 80 hours in an active pay status. It is not expected that bargaining unit members will routinely use sick leave as fast as it accrues, but rather that bargaining unit members will accumulate sick leave to the extent possible to serve as "insurance" in the event of such illness or injury.

40.3 Sick leave shall be authorized only for the following reasons:

A. Illness or injury of:

- (1). the bargaining unit member; or
- (2). immediate family members

B. Medical, dental, or optical examination or treatment of:

- (1). the bargaining unit member; or
- (2). immediate family members

C. Exposure of the bargaining unit member to a contagious disease which could be communicated to others.

40.4 "Immediate family" is defined in Section 16.6(B).

40.5 Sick leave will be approved provided the bargaining unit member complies with the following:

A. Compliance with departmental call-in requirements. Departmental call-in procedures must be consistent with the following:

(1). When bargaining unit members are unable to report to work, they shall notify their immediate supervisor or other designated person within one hour following the time they are scheduled to report to work on the first day of absence, unless emergency conditions make such notification impossible.

(2). When bargaining unit members work in a department of the University which operates twenty-four hours a day, seven days a week, are unable to report for work, they shall notify their immediate supervisor or other designated person two hours before the time they are scheduled to report to work on the first day of absence, unless emergency conditions make this impossible.

(3). Subsequent notification beyond the first day of absence will be governed by the nature of the circumstances and the requirements established by the college/department.

(4). Each bargaining unit member shall be provided at least one telephone number for purposes of call in.

B. Submission of a written, signed sick leave request form specifically setting forth the reasons from 40.3 above for the use of sick leave (on a form provided by the University). Such request forms must be completed in full and submitted to the departmental reporting authority no later than the day the employee returns to work.

C. If sick leave is used pursuant to 40.3B above, documentation verifying the examination or treatment must be submitted with the OSU Leave Request form.

D. If medical attention is required, a certificate stating the general nature of the illness or injury from a licensed physician must be submitted with the OSU Leave Request form.

E. If a bargaining unit member requests sick leave benefits for an absence of three (3) or more consecutive days, the bargaining unit member must submit with the OSU Leave Request form either:

- (1). A certificate from a licensed physician, stating the general nature of the illness, the date of medical treatment and the dates that the bargaining unit member was medically unable to perform the normal work duties; or
- (2). A certificate from a licensed physician verifying the illness or injury of an immediate family member.

40.6 Sick leave which has been approved will be paid provided sufficient sick leave has been accrued to cover the absence.

40.7 Failure to comply with the requirements of Section 40.5 will result in the disapproval and non-payment of sick leave pay, except that if a bargaining unit member asserts a hardship which prevented compliance, the University may approve the sick leave despite the noncompliance.

40.8 The following shall be just cause for disciplinary action under Article 11 whether or not the sick leave has been approved and/or paid:

A. Falsification of the Sick Leave Request form or required certificate.

B. Excessive absenteeism. Regular attendance at work is expected from all bargaining unit members. The University may consider several different factors in determining excessive absenteeism, including but not limited to the following:

- (1). The overall attendance record of the bargaining unit member. The use of approved vacation time will not be considered when determining excessive absenteeism, except for the use of vacation in lieu of sick leave under Section 19.4.
- (2). Patterns of absence, e.g. absence in conjunction with days off, in conjunction with particular work assignments, or other identifiable patterns.

C. Bargaining unit members may not be disciplined for use of approved Family Medical Leave.

40.9 If sick leave has been disapproved for any day because the bargaining unit member failed to report to work and failed to call in, i.e. "No Call, No Show", then, in addition to not being paid for the day, the bargaining unit member will also be subject to disciplinary action under Article 11.

40.10 Except as set forth in 40.8 and 40.9 in this Article, use of sick leave shall not be just cause for disciplinary action.

40.11 In circumstances involving lengthy and/or chronic disabilities in which bargaining unit members are unable to perform the duties of their position, a medical leave or disability separation may be granted under the provisions of Sections 16.7, 16.8, 16.9, and 16.12 of this Agreement.

ARTICLE 41

UNION/MANAGEMENT MEETINGS

41.1 The Union and the University agree that in the interest of promoting harmonious employee/management relations that it is desirable to hold periodic meetings between representatives of bargaining unit members and management. Such meetings may be held to discuss issues relating to the administration of the Agreement, problems of mutual concern, or conditions which cause misunderstandings. Union/management meetings will be exclusive of the Grievance Procedure provided in Article 8. Grievances shall not be considered at such meetings nor shall proposals to alter the terms of this Agreement be advanced or considered except by mutual agreement.

41.2 Requests for union/management meetings shall be in writing to the other party prior to the meeting and shall include the proposed agenda for the meeting and in the case of requests by the Union, the names of any employees who will need to be released from duty.

A. The University shall be represented by the Director of Employee/Labor Relations or designee and such other management representatives as the Director shall consider appropriate.

B. The Union shall be represented by such persons as it shall demonstrate are necessary for discussion of the agenda.

41.3 The time, date, and place of the meetings shall be mutually agreed upon by the parties. Meetings will be held every other month unless otherwise mutually agreed.

ARTICLE 42

WAGES

42.1 Effective at the beginning of University pay period 1 (June), 1994, all bargaining unit members will receive an increase of \$.25 cents per hour in their base rate of pay.

42.2 Effective at the beginning of University pay period 1 (June), 1995, all bargaining unit members will receive an increase of \$.27 cents per hour in their base rate of pay.

42.3 Effective at the beginning of University pay period 1, 1996, all bargaining unit members will receive a 2% increase in their base rate of pay. Bargaining unit members rate of pay will be increased by an additional amount equal to the difference between 2% and the average percentage increase provided to other non-bargaining unit classified civil service staff at the University.

42.4 Unless otherwise specified in Article 42 of this Agreement, the payroll procedures of the University Rules for the Classified Civil Service will prevail.

42.5 When a change in classification results in advancement to a higher range within Appendix B of this Agreement, the bargaining unit member will be placed in the level of pay which allows for at least a 5.0% increase.

42.6 Entry level pay rates are listed in Appendix B.

ARTICLE 43

LABOR-MANAGEMENT COOPERATION

43.1 The University and the Union pledge cooperation through workplace committees to promote excellence of work quality and performance in serving the needs of the University's customers including students, patients, faculty, other employees and the general public.

43.2 The following labor-management committees will be established with one bargaining unit representative from each area listed. Bargaining unit representatives will be appointed by the union. University representatives will be appointed by each committee. A representative from the Office of Employee/Labor Relations and an official of the Union who is not an employee of the University may also attend the committee meetings. Additional committees may be formed by mutual agreement.

University Medical Center

- Material Systems
- Facilities Engineering
- Nutrition and Dietetics
- Environmental Services
- One additional area to be determined by the parties

Physical Facilities

- Building Services
- Maintenance
- Roads and Grounds
- Utilities

Residence and Dining Halls/Student Affairs

- North Area
- South Area
- Olentangy Area
- Fawcett Center for Tomorrow
- Student Unions

Business Management

- Stores and Receiving
- Transportation
- Traffic and Parking
- Campus Mail

The committees will usually meet once a month but may meet more often by mutual agreement of the parties. The meetings will usually last for 2 hours but may be extended by mutual agreement. The committees will be co-chaired by a Union and a University representative.

43.3 The purpose of the committees is to provide a means for continuing communication between the parties, promote jobs for the future and develop a climate of constructive Union-University relations. The meeting may include:

1. Discussions regarding the administration of this Agreement;
2. To inform the Union of changes contemplated by the University which may have a direct effect on bargaining unit members;
3. To inform the Union of future operational needs and programs of the University;

4. Provide an opportunity for Union representatives to discuss the views of the bargaining unit members and to make suggestions on subjects affecting the membership;
5. Provide the parties an opportunity to discuss the problems that give rise to grievances and to discuss ways of preventing contract violations and workplace conflicts. (The parties agree that specific individual grievances will not be discussed);
6. Discussions for implementing methods and practices to increase productivity and to improve efficiencies;
7. To discuss health and safety matters;
8. The committees may recommend alternatives to contracting where bargaining unit members can perform the work more efficiently and more economically;
9. To discuss other issues agreed to by the parties.

43.4 The committees should promote Continuous Quality Improvement (CQI) or similar programs designed to promote excellence of work quality and performance in serving the needs of the University's customers including students, patients, faculty, other employees and the general public. Bargaining unit members will be included in departmental CQI initiatives where appropriate.

43.5 Committee meetings are not negotiations and may not alter the basic agreement.

For Communications Workers of America

S/Robert D. Johnson

Vice President

S/Hermoline Saxton

Staff Representative

Bargaining Committee:

James C. Ervin
Dave Greeno
Gary Josephson
Richard A. Murray
Herschel M. Sigall
Junious Dulaney
Michael A. Ervin
Charles R. Farley
Donald P. Higgins

Stanley C. Higgins
Harvey R. Johnson
Harry R. Keller
Bruce B. Likens
James E. Love
Steven C. Moulder
Patrice Y. Myers
Tamera L. Post
Andy Roberts
Daniel J. Summers
Brian E. Thompson

For The Ohio State University

S/Mark W. Ringer

Director of Employee/Labor Relations

Bargaining Committee:

Eric K. Busch
Cathy Cooper
Deborah Malta
Donald L. Riddick
William J. Schwartz
Stephen W. Stoffel
Judith A. Vertikoff

APPENDIX A

SERVICE EMPLOYEES TITLES	PAY RANGE
Agricultural Aide 1	03
Agricultural Aide 2	04
Baker 1	04
Baker 2	06
Chemical Storekeeper 1	06
Chemical Stores Clerk	04
Clerk 1-R&D	02
Clerk 2-R&D	03
Cook 1	03
Cook 2	05
Custodial Work Supervisor	04
Custodial Worker	02
Dairy Worker 1	04
Dairy Worker 2	06
Delivery Worker 1	04
Delivery Worker 2	05
Dietetic Clerk	03
Elevator Operator	01
Exterminator	05
Fabric Worker 1	02
Fabric Worker 2	03
Farm Laborer 1	04
Farm Laborer 2	06
Food Preparation Worker	02
Food Service Attendant	01
Food Service Supervisor 1	04
Food Service Worker	01
Groundskeeper 1	04
Groundskeeper 2	05
Groundskeeper 3	06
Groundskeeper Supervisor	08
Laundry Specialist	04
Laundry Supervisor 1	03
Laundry Worker	01
Laborer	02
Mail Clerk	04
Mail Clerk/Messenger	03

APPENDIX A (continued)

SERVICE EMPLOYEES TITLES	PAY RANGE
Meatcutter 1	04
Mover 1	04
Moving Supervisor	08
Parking Facility Attendant	03
Perioperative Technician	05
Sterile Supply Technician 1	04
Sterile Supply Technician 2	06
Storekeeper 1	05
Stores Clerk	03
Vehicle Operator 1	04
Vehicle Operator 2	06

APPENDIX B

SERVICE EMPLOYEES

ENTRY LEVEL PAY RATES

	Effective Pay Period 1 1994	Effective Pay Period 1 1995	Effective Pay Period 1 1996
01	\$6.59	\$6.68	\$6.75
02	6.96	7.06	7.13
03	7.35	7.45	7.52
04	7.78	7.89	7.97
05	8.13	8.24	8.32
06	8.55	8.67	8.76
07	9.37	9.50	9.60
08	9.96	10.10	10.20

6178-204472F27-02